

1901-019
Lee Co.

Chancery Causes: America Cope vs. Francis Holliday &c

Spencer, Fields

CA-Contract Dispute
T-Property

-Deed

To the Honorable H. A. W. Sherr Judge of the
Circuit of Lee County Va.
Your oratrix Annica Cope would
respectfully represent and shew unto your
honor, That on the 18th day of Jan. 1899
she purchased from Francis Halliday a
certain tract of land in Lee County
containing ten acres more or less, for which
she agreed to pay Eighty dollars, and at the
time of said purchase Francis Halliday executed
and delivered to your oratrix, what is
commonly called a "title bond" in which
he bound himself, when said purchase
money was fully paid, to make to your
oratrix a good and sufficient deed to said
land, said title bond is her filed, marked
Exhibit "A" and asked to be treated as part
of this bill, now your oratrix alleges that
she has paid Sixty dollars of the purchase
money and tendered or offered to pay the balance
Twenty dollars, ^{to said Halliday} and demanded a deed, but
the defendant refuses to accept said money
or to make to your oratrix a deed, because
he says that one W. L. Spencer came to him
and represented to him that he had bought
your oratrix's land, and requested Halliday
to make him a deed, which he alone

Now your oratrix alleges that the deed made to W. L. Spencer by Halliday was obtained by false representations, and in fraud of her rights. The prayer therefore of your oratrix is, That Francis Halliday and W. L. Spencer be made parties defendant to this bill and answer the same but not on oath, that being waived, that the contract between your oratrix and Francis Halliday be specifically enforced, that Francis Halliday be compelled to accept the balance of the purchase money or whoever is entitled to it, and that he be compelled to execute to your oratrix a deed to said land, your oratrix being ready and willing at all times to comply with her part of said contract! That the deed executed by Francis Halliday to W. L. Spencer be set aside, vacated and annulled, and for all other further and general relief as the nature of her case may require and to equity seem meet. And your oratrix will ever pray etc.

M. G. Ely p. 9-

Plffs Costs

Clerk 3.69

Tax 1.50

Shff 1.00

N.P. .75

\$6.94

Def's Costs

recovered

Clerk 2.80

atty 15.00

N.P. 2.25

wito 3.50

Co c 25

\$23.80

^{rel}
America Cope Jeff

no. 11 Bill in Chancery

Francis Halliday et al vs Jeff

1900 2nd October Rules

Bill filed & pa Executed
+ D. N.

" 1st Noor rules taken
the last Monday in
Oct & N Confd & Cause
set for hearing

1901 June Term Decree
final Order Book
No 6 Page 564


Know all men by these presents that I Francis Holliday am held and firmly bound unto America Lope in the just and full sum of eighty dollars lawful money of the United States. payment of which, well and truly to be made I bind myself, here +. The conditions of the above obligation are such that - the said Francis Holliday has this day bargained + sold to the said America Lope a certain piece or parcel of land lying and being in Lee County, Va. about seven miles west of Goussville and on the south side of Powell's river it being the same piece of land bought by said Holliday from E. B. Spence and deeded to him by said E. B. Spence said deed bearing date of 21st July 1870 and recorded on deed book No 16, Page 91 and containing by estimation ten acres, for which the said America Lope is to pay the sum of eighty dollars for which when fully paid the said Holliday is to make the Lope a good + sufficient deed to the above described parcel of land now when said deed is so made then this bond to be null + void otherwise to remain in full force and virtue. Given under my hand this the 18th day of Jan 1899.

Francis Holliday

Chas. B.

Exhibit "A"

\$20 ~~00~~ Twelve months ~~days~~ after date, I promise to

pay Francis Holliday
Twenty  Dollars,

for value received, waiving my homestead as to this Note.

Witness my hand and seal 18th Jan 1897.
This note bears interest from date and is
for purchase money on land John ^{his} X Bope
Due 18th Jan 1900 Emma Oriskany ^{mark} X Bope
^{mark}



"N"

20
7 1/2

10

140

~~150~~

To the Hon.H.A.W.Skeen, Judge of the Circuit Court for Lee County,
Virginia:

The separate answer of W.L.Spencer to a bill exhibited against
him and Francis Holliday in this honorable Court.

Your respondent ~~deserving~~ to himself the benefit of all just
exceptions to the said bill, for answer thereto, or to so much there-
of as he is advised that it is material he should answer, answers
and says, that sometime in the early part of the year 1899, he con-
tracted and purchased of one John Cope, the husband of the complain-
ant, the land in the bill mentioned, at the price of \$80.00; that he
paid the said Cope, at the time of his purchase, the sum of \$60.00,
and for the residue of the purchase price, \$20.00, your respondent
was to pay to Francis Holliday, his co-defendant, in satisfaction
of a note which the said Cope had executed to the said Holliday,
with his wife, America Cope, the complainant, as security; that up-
on the payment of the said \$20.00 note to the said Francis Holliday
it was agreed and understood between the said John Cope and your
respondent that the said Holliday should make to your respondent
a deed to the land here in controversy, and the said Cope so direc-
ted the said Holliday to so make said deed to your respondent.

Your respondent avers that according to contract he paid to
the said Holliday the ²whole of the aforesaid \$20.00 note, with inter-
est thereon to date of maturity, as may be seen by exhibit herewith
marked "N", and the said Holliday, according to your respondent's
agreement with the said Cope, and by the direction of the said Cope,
made to your respondent a deed to said land, as will be seen by ex-
hibit "NN", filed with the answer of his co-defendant, Francis Hol-
liday.

Your respondent denies that the deed from Francis Holliday to
him was obtained by false representations and in fraud of the rights
of the complainant, the said America Cope, but on the contrary he
avers and alleges that that she had full knowledge of the trade be-
tween her said husband, John Cope, and your respondent, and fully
gave her consent thereto, and your respondent is informed and believes
that the said America Cope received a part, if not the whole, of the

\$60.00, paid by your respondent as aforesaid to the said John Cope; and your respondent further beleives that the said America Cope is now in collusion with the said John Cope, her said husband, for the purpose of defrauding, beating and cheating your respondent out of the \$80.00, which he has paid, according to an honorable and just agreement, for the land here in controversy; for the said America Cope, *well* knowing that the said John Cope is totally insolvent, knows that your respondent would have no remedy for recovery against him.

Your respondent denies all fraud, unlawful combination and confederacy; and now having fully answered said complainant's bill as fully as he is advised that it is material that he should answer he prays to be hence dismissed with his reasonable costs by him in this behalf expended, and he will ever pray &c.

..... *C. J. Duncan,*)
 *A. M. Lewis,*)

For Deft Spencer.

W. L. Spencer

ado { Answer of
W. L. Spencer.

America Cope

The author's answer is accepted to be given at
the next conference.

M. W. Cope, July 10, 1877.

To the Honorable St. Albans Judge
of the Circuit Court of Lee County Va

The separate answer of Francis
Holliday to a bill exhibited against him
and another in this Honorable Court.

For answer to said bill respondent
says that ^{some time} ~~some time~~ before the 18th day of
January 1899. he contracted to sell
John Cope, the husband of said Female
Complainant the land in the bill
mentioned, that on said 18th day of
January, at the request of the said
John Cope he executed the said or
writing filed as Exhibit A with the
Plaintiffs to Annina Cope the
wife of the said John Cope. On
the purchase price of said land
said John Cope paid to respondent
a horse at the price of 60¢ and
he and his wife executed a note to
respondent for the balance due
on said land to wit for the sum
of 20¢. Matters stood in this
shape until about the 15th day of
March 1900 when the said John
Cope came to your respondent
and informed him that he had

sold said land to ~~the~~ W. L. Spencer
debt. and directed your respondent
debt to execute a deed to the said
W. L. Spencer upon the payment
by said Spencer of the balance due
to your respondent. The said Spencer
paid said respondent said sum
and lifted said note then amounting
to \$21.50. And thereupon respondent
made and executed a deed conveying
ing said land to the said Spencer
said deed is here filed recorded
"L.H." Your respondent says the
legal title in said land has now
is passed from him, that he now can
not convey said land to said com-
plainant, as there is nothing in
him to convey. That he was induce-
ed to make said deed by the said
Cooper husband of said Plaintiff who
really purchased said land and
who if not the owner of it was acting
as the agent of said Plaintiff
and he alleges that she thereby through
her said agent procured said deed
to be made. And now having assumed
said bill, so fully as he deems it

Warrant to answer the same and
we denying every allegation not here
in before admitted or denied, pray
to be heard dismissed with his
costs.

A. M. Gurne

C. J. Brown

for Drift Halliday

Francis Helledayson

adv { Answer of
Francis Helledayson

American Cope

The author wishes to express his
thanks to the friends of science to whom
he has been indebted for the
materials of this work

This deed made this the 10th day of March, 1900, by and between Francis Holliday and Lucy, his wife, parties of the first part, and William L. Spencer party of the second part, all of Lee County in the State of Virginia, WITNESSETH, That for and in consideration of the sum of Eighty Dollars (\$80.00) paid and secured to be paid, the said parties of the first part have this day bargained and sold, and by the these presents do convey unto the said William L. Spencer and his heirs a certain tract of land lying and being on the south side of Powell's River, in the County of Lee and State of Virginia, containing by estimation ten acres be the same more or less, but it is expressly understood that this is a sale by the boundary and not by the acre. Said tract of land is bounded as follows, to-wit: Beginning at a stake on the south side of said river, thence south $7 \frac{3}{4}$ poles to a stake, thence S. $70 \frac{1}{2}$ W. 8 poles to a stake, thence S. $50 \frac{1}{2}$ W. 8 poles to a stake, thence S. 34 W. 4 poles to a stake, thence S. 8 W. 4 poles to a stake, thence S. 11 W. $9 \frac{1}{4}$ poles to a stake four poles from the river, thence S. $33 \frac{1}{2}$ E. 88 poles to a stake twenty-two and a fourth poles from the river, thence S. 60 W. crossing the river to a stake at the edge of the water, thence northwardly gradually crossing the river again to a stake at the bank, thence along the river bank as the water meanders to the Beginning, it being the same tract of land conveyed by Dr. E. B. Spencer to Francis Holliday by deed dated the 21st day of July 1870, and recorded in Deed Book 16 page 91, in the Clerk's Office of the County Court of Lee County, to which deed reference is made for a description of the land hereby conveyed.

To have and to hold said tract of land to the said William L. Spencer and his heirs forever. And the said parties of the first part warrant generally the land hereby conveyed. A lien is retained on said land for the sum of ^{about} \$ 21.20, the remainder of the purchase money still due on said land. Witness the following signatures and seals, this the day and year first above written.

Francis Holliday (Seal)
Lucy Holliday (Seal)

Virginia, Lee County, to-wit:

I, L.T. Hyatt, a commissioner in Chancery for the Circuit Court of Lee County, do certify, that Francis Holliday and Lucy, his wife, whose names are signed to the foregoing writing, bearing date on the 10th day of March, 1900, have acknowledged the same before me in my county aforesaid. Given under my hand this the 10th day of April, 1900.

L. T. Hyatt,

Commissioner in Chancery.

Virginia, Lee County to-wit:

In the Office of the Clerk of the County Court for said County, the 16th day of April 1900. This deed was presented and together with the certificate thereto annexed, admitted to record.

Teste: B. M. Morgan Clerk

William L. Spencer
Horn & Deed
Francis Holliday & wife

Recorded in Deed Book

No. 36 page 108

Examined April 19, 1900
Sundered

Clerk 1.25-
Fax .50
1.75-

2.15- Apr 16, 1900

America, Cook, Off
no. 32, In to have seen
Franklin Hellyer, etc. etc.
This Annual comes on this day
to be heard upon the Bill of complaint
submitted therewith, ^{and several other matters} and exceptions thereto, and was ordered
by counsel to be considered forthwith.
Said matters are overruled, and the
cause is continued.

América Latina
Vol. 1
América Latina

Entered, O.B. No 6
P. 469.

América Latina
Vol. 1
América Latina

America Cope,
vs.
Francis Holliday et al.,

Plff.)
(IN CHANCERY.
Defts.)

This cause came on this day to be heard upon the bill and exhibit; the separate answers of Francis Holliday and W.L.Spencer and exhibit filed with each; the depositions of the witnesses filed in the cause; and was argued by counsel. On consideration of all which, and for reasons appearing to the court, it is adjudged, ordered and decreed that the plaintiff's bill be dismissed, and this cause stricken from the docket.

that the defendants recover the costs expended by them

+++++

is the subject of two bills for specific performance of contract

American Cope

vs { Decree Final

Francis Holliday et al

Entered on C.D.B. No.
P. 564.

Enter this decree
this June 6th 1901,
Id a w 31.11.11

The deposition of John A.Cope, taken before me, Geo.P.Cridlin, a notary public in and for the County of Lee and State of Virginia, at the office of C.T.Duncan, in the town of Jonesville, Va., on the 8th day of May, 1901, between the hours of 9.A.M. and 4 P.M., to be read as evidence in behalf of Francis Holliday and W.L.Spencer in a certain suit in Chancery now depending in the Circuit Court of Lee County Virginia, wherein America Cope is plaintiff and Francis Holliday and W.L.Spencer are defendants, pursuant to notice hereto attached.

Present: M.G.Ely Attorney for plaintiff, and

A.M.Coins and C.T.Duncan attorneys for ~~PLAINTIFFS~~ Defts.

John A.Cope a witness of lawful age being duly sworn deposes as follows:

Q.1.-- State your age, residence and occupation.

A.-- I am 40 years old, reside in Hancock County, Tennessee, and am a farmer.

Q.2.-- What relationship are you to America Cope the plaintiff in this case?

A.-- I am her husband.

Q.3.-- Please state who purchased or contracted for the little piece of land in dispute in this case, from Francis Holliday?

Obj.-- The foregoing question is objected to because the contract or title bond is the highest and best evidence.

written
M.G.Ely for plff.

A.-- I contracted for it.

Q.4.-- Please state how the title bond came to be executed to your wife instead of to you?

A.-- She was going to help pay for the land and she wouldn't help ^{if} pay for, unless the title bond was made to her.

Q.5.-- What was the price that you agreed to pay for the land?

A.-- \$80.00

Q.6.-- How much of this sum was paid down and what was it paid in?

A.-- We paid \$60.00 down, \$40.00 in a mare and \$20.00 in money.

Q.7.-- Who paid the \$20.00 in money.

A.-- I paid \$10.00 and my wife paid \$10.00.

Q.8.-- Who did the mare belong to that you paid in at \$40.00?

A.-- The mare belonged to us jointly, that is my wife had an interest in her to the extent of about \$15.00. The interest of my wife arose in this way: She bought a colt and paid \$15.00 for it, I wintered and summered the colt and then traded it off and got \$10.00 to boot. I gave her the \$10.00 and I don't remember whether she gave any part of it back to me or not, though she may have done so. I then traded again even for a mare and colt. I afterwards sold the colt and let Mr. Holliday have the mare as above stated. She set up claim to the mare. I fed and cared for the stock all the time.

Q.9.-- You sold the land purchased from Mr. Holliday to William L. Spencer and requested the deed to be made to him did you not?

Obj.-- Objected to because leading.

M.G. Ely for plff.

A.-- I did sell the land to W.L. Spencer, and requested the deed to be made to him.

Q.10.-- Please state whether or not your wife, America Cope, had knowledge of the fact that you were going to sell and had sold said land to Mr. Spencer?

Obj.-- Objected to because immaterial.

M.G. Ely for plff.

A.-- I told her I was going to sell the land, and she told me to go and sell it if I could. I sold the land and brought ~~the~~ a horse home and told her I got the horse on the land. I kept the horse there at home for four or five days before the deed was made.

Q.11.-- How much did you sell the land for, and how was it paid to you?

A.-- I sold it for \$80.00 and I remember, got the horse at \$35.00, I owed him a medical bill for \$13.50, he gave me a due bill for \$11.85 and he undertook and agreed to pay and lift a note of \$20.00, which my wife and myself had executed to Francis Holliday as the balance of the purchase price of said land, which note he afterwards lifted as I understand.

Q.12.-- Did your wife express any dissatisfaction with the sale made by you to Mr. Spencer until after the deed was made to Spencer by Hol-

liday and wife. State all about it.

A.-- I don't think she did, until Mr. Spencer came for the title bond, which was after the deed was made.

Q.13.-- Who got the benefit of the pay you got from Mr. Spencer on said land?

A.-- My wife and myself together with the children got it.

Q.14.-- I have been informed that you traded off the horse which you got from Mr. Spencer. Who traded said horse, you or your wife?

A.-- I traded him to Melvin Spencer. He gave me \$20.00 and five bushels of wheat to boot

Q.15.-- Did your wife know that you were trading off the horse which you had got from Mr. Spencer on said land?

A.-- I do not think she did until after I had traded him. When I first made said trade she objected to it for a day or two, she then seemed to become well satisfied with the trade. She got half or more than half of the \$20.00 which Mel. Spencer paid me to boot in the horse trade. The wheat was taken home and poured out with other wheat which we had raised, some of which was sold for the use of the family and the balance eaten by the family.

Obj.-- All the foregoing questions and answers are objected to because immaterial.

M.G. Wily for plff.

Q.16.-- Was the medical bill which you settled with W.L. Spencer, or any part of it for medical attention to the said America Cope?

A.-- It was principally all for medical services rendered to America and her son George Lawson.

Q.17.-- Who got the benefit of the due bill for \$11.95 executed to you by W.L. Spencer?

A.-- My wife spent some of it and I spent some of it, and I can't tell which got the most.

Q.18.-- At the time she got and spent the part of the proceeds of the due bill and part of the boot between the horses did she know that it came from the sale of said land?

A.-- She knew how ^{it} come. And she also knew when she was using the money which came from the sale of the land that the deed had been made

from Mr.Holliday to W.L.Spencer.

Cross Examination.

X.Q.1.-- Are you and your wife living together now?

A.-- No sir.

X.Q.2.-- How long have you been separated?

A.-- Four or five months. We have not lived together any since November Circuit Court, 1900.

X.Q.3.-- Did you go to Mr.Holliday and tell him to make the deed to W.L.Spencer?

A.-- I did not.

X.Q.4.-- Were you authorized by America Cope, as her agent to sell this land to Mr.Spencer?

A.-- Nothing only I ^{told her} was going to sell it, and she told me to go and sell it if I could.

X.Q.5.-- Didn't she tell you, when you told her that you were going to sell the land, or had sold it, that you couldn't sell it because it was hers?

A.-- She told me that after I sold it or before one, I won't say which.

X.Q.6.-- Who had possession of the title bond when you were making your trade with W.L.Spencer?

A.-- I can't tell you where it was. I thought it was in the trunk, but she claims that she had possession of it, and had it hid.

X.Q.7.-- Did W.L.Spencer know how that title bond was executed, when you and he were making your trade.

A.-- I don't know whether he did or not. I thought I told him how it was, but I don't know whether I did or not.

X.Q.8.-- Did he ask you anything about what kind of a title you had to the land?

A.-- He asked me if we had ~~any~~ any deed to the land, and I told him that we did not. The best of my recollection is that I told him that we had a title bond, but I would not be certain about it.

X.Q.9.-- Before the institution of this suit, and since havn't you of-

ferred to pay Mr.Spencer back what he paid you on the land?

A.-- Yes sir. I offered it to him before, and since he offered to take ^{it}, but there was some costs against it some way and we couldn't fix it.

Obj.-- Objected to because immaterial.

C.T.Duncan and A.M.Goins for def

X.Q.10.-- Is it not a fact that America Cope never did consent to the trade which you made with Mr.Spencer, and objected all the time?

A.-- Nothing only what she said the day I went and sold. Ever since the deed has been made she has been objecting to it.

X.Q.11.-- Mr. Spencer in his answer says that you and America Cope are colluding together to defraud, beat and cheat him out of his \$30.00, which he paid on said land, Is that a fact?

A.-- It is not.

Re-Examined.

Q.-- In question 1 of cross examination, you are asked if you and your wife are living together, and you answer "No". Please state why you are not?

A.-- She just left me.

Q.-- In answer to question three you state that you did not go to Mr. Holliday and tell him to make the deed to Mr.Spencer. State to whom you did tell to make the deed to Spencer, if to any one?

A.-- I told Mr.George Holliday

Q.--Is it not a fact that Francis Holliday is a very old man and that his son George Holliday attends to all his business for him?

A.-- Yes sir, so far as I know.

Q.-- In your cross examination you state that you proposed to rue-bargain to Mr.Spencer of the land, but that on account of certain cost you did not. Did Mr. Spencer not tell you that if you would pay the costs and pay him back the amount he had paid for the land, that you could have the land?

A.-- I went to him and offered him what he paid me and his horse, and he said it didn't suit him. After the bill was filed he and George Holliday came to my house and offered to take back what Mr. Spencer had

paid

us. I agreed to pay him back. ~~xxxxxxwouldxxxxpayxxxxthexxxxxxxMxxxxxxoringxxx~~
and a writing was drawn up by Mr. Spencer setting out said agreement
but my wife refused to sign it. I went next morning and ascertained
that there were some costs against it, and I then told Mr. Spencer
that he would have to pay the costs before said trade was cancelled,
this he refused to do. I then refused to have anything more to do
with it.

And further this deponent saith not.

Wit. claims:

*1 day \$1.00
50 mts \$2.00*

John A^{his} Cope
mark

W.L.Spencer, another witness of lawful age, being duly sworn de-
poses as follows:

Q.1.-- Please state everything you may know in regard to the purchase
by you of the small parcel of land referred to by the bill and pro-
ceedings in this cause?

A.-- John Cope had come to see me several times in regard to selling
me the land, he told me that he had bought the land of Mr.Holliday
and that he would sell it to me. He priced the land, I told him I
thought it was too much for the land as it was then. He made several
improvements on the land, finally, I think, making the land worth the
price he asked for it. The morning he came over to sell me the land,
I told him that I thought if we could agree in regard to how I should
pay him, that I would take the land. We talked some in regard to the
price of the horse, I told him I counted the horse cash as I was pay-
ing cash for him. We agreed in regard to the price of the horse, also
in regard to the price of the land. I turned the horse over to John
upon his promise to have Holliday make me the deed, His statement be-
ing that he had as yet received no deed to the land and that Holliday
had agreed to make the deed to whoever he should sell the land. I
bought the land, at the price of \$80.00, giving the horse at the price
of \$35.00, ~~xxxx~~ He was indebted to me in the sum of \$13.15 which went

in as a part payment on the land. I gave him a due bill for \$11.85, which I afterwards paid in cash to John Cope and his wife, they both being together. At the request of Mr. Cope and as part of the purchase price of said land I paid off and lifted a note which he and his wife had executed to Francis Holliday, as the last payment on said land. This note was for the sum of \$20.00 and executed on the 18th day of January 1899, and bore interest from date and at the time I lifted it there was \$1.50 interest on it, making the sum of \$21.50 which I paid. At the time I made the trade with Mr. Cope I took a receipt from him which shows very correctly the trade made between Mr. Cope and myself especially as to payments made by me to him, and I file the same as a part of my deposition marked "W.L.S.". The principal part of the medical bill was for services rendered to Mrs. America Cope and her son George Lawson, the residue was to the family.

Q.2.-- Where were Mr. and Mrs. Cope living at the time you made this trade for said land?

A.-- They were living on my brother, M.B. Spencer's land, about one-fourth of a mile from where I live.

Q.3.-- At the time you made this trade with Mr. Cope had you any knowledge that Mrs. Cope objected to it?

A.-- I did not.

Q.4.-- How soon after the trade did you first learn that she did object to it?

A.-- I went to Jonesville the day I made the trade for the land, and also on the day the deed was made a few days later, and on my return home at one of these times I heard some one saying something about her objecting to the trade, I don't remember which time it was.

Q.5.-- Do you think that if you had learned before you got the deed that Mrs. Cope was objecting to said trade, that you would have gone on and completed it, by taking a deed to yourself for said land?

A.-- I thought there was no deed and therefore nothing vested in her, and I didn't know she had anything to do with it. I don't think I would have gone on and bought it if I had heard that she objected before I did buy it. I had paid on said land the horse at \$35.00 before I learned of any objection on the part of Mrs. Cope to said sale.

Q.5.-- How long after you and John Cope traded and you paid the horse at \$35.00, until you had a conversation with Mrs. Cope with reference to it? and in this connection please state how you and her came ~~at~~ to have a talk about it?

A.-- It was from one to two weeks. I had been told by George Holliday to be sure and bring the title bond up, and I was going to town and went out by and called for the title bond, and Mrs. Cope refused to give it to me. When I called for the title bond she said that it was made to her. I asked her for it and she asked me if I would give it back to her, and I told her I would. I took it read it and handed it back to her.

Q.6.-- After this trade was made as you have stated and you found that Mrs. Cope was not satisfied with it, and before the institution of this suit, did you and the Copes try in any way to adjust it, if so state what you did?

A.-- Yes. Mrs. Cope asked me to give up the land, and I told her I would upon the payment of my money back. I told her that I had paid the cash for the horse and couldn't ask the person for a real bargain, and that I didn't need the horse myself. I had purchased the horse for them.

Q.7.-- Did Mrs. Cope except your proposition and pay you back the money which you had paid for the horse?

A.-- She did not. I had also at this time paid Mr. Holliday \$21.50 for the note, and the horse and the note made \$56.50 that I then had in the land. I had also receipted a medical bill but I did not demand the money on this. I had not paid the due bill at that time. I think I also demanded of them the expense that I had been at in having the deed recorded, which was \$1.75.

Cross Examination.

X.Q.1.-- When did you first learn that America Cope had a title bond to this land?

A.-- I first learned that they had a title bond from George Holliday. This was after I had made the trade and turned over the horse and before the deed was made. Mr. Holliday told me to bring the title bond to town on Monday the day the deed was made, and I told John Cope to

bring it, he promised to do so but did not.

X.Q.2.-- On the day that the deed was executed didn't Mr. Holliday tell you that you must procure the title bond and bring it to him?

A.-- He told me as I rode out of town that night that I must be sure and bring up that title bond.

X.Q.3.-- When you went to America Cope's house and saw the title bond and read it, was that before or after you paid Mr. Holliday the \$21.50?

A.-- It was afterwards.

X.Q.4.-- When did you pay the \$21.50?

A.-- On the day that Holliday made me the deed.

X.Q.5.-- Why then did Mr. Holliday retain the vendor's lien in the deed for the \$20.00.

A.-- Because at first I executed my note to him for the \$20.00, but I paid it off before I left town on the same day.

And further this deponent saith not.

W. L. Spencer.

The further taking of these depositions is adjourned till the 25th day of May at the office of C.T. Duncan in the town of Jonesville.

Geo. P. Criddle N.P.

Met pursuant to adjournment at the office of C.T. Duncan in the town of Jonesville, Va.

Present: A.M. Goins and C.T. Duncan attys. for defts.

Carter Fields a witness of lawful age being duly sworn deposes as follows:

Q.1.-- State your age, residence and occupation.

A.-- Am 27 years old, live near Longfield, and am a farmer.

Q.2.-- Are you acquainted with America Cope and John Cope, her husband?

A.-- I am.

Q.3.-- Please state anything you may know in reference to the sale of the land in dispute by John Cope, or America Cope to William L. Spencer, and in this connection state anything you may have heard either one of

them say in reference to said trade either before or after it was made?

A.-- Shortly after the trade was made I heard Mrs. Cope say that John's horse had died and that John had said to her that he didn't know how a crop was to be made by them unless he could get another horse, and that John had proposed to her to sell the land and to get a horse and some money with which and on which to make a crop, and that she had told him that she thought that was the best thing they could do, but that she didn't believe he could make that kind of a trade, but that John thought he could make it with W.L.Spencer, that he went off to see the said Spencer and came back and told her he had made the trade and she further said that she told John that she didn't believe it, and she further said that she didn't believe that he had made the trade until Mr. Spencer came to her and called for the title bond. The only complaint I heard her make about the trade after the horse was brought home, was that she seemed to think that perhaps the horse's eyes were not good.

I saw her frequently using the horse after Mr.Cope brought it home.

And further this deponent saith not.

Carter ^{sur} Field
Mark

Wit claimed 1 da. \$.50

Virginia, Lee County, to-wit:

I, Geo.P.Wridlin, a notary public in and for the County aforesaid in the state of Virginia, do certify that the foregoing depositions were taken, sworn to and subscribed before me, at the times, place and for the purpose in the caption mentioned.

Given under my hand this the 27th day of May, 1901.

Geo. P. Wridlin N.P.

America Cope

vs. { Du Cely.

W. L. Spencer et al.

Depositions of

John A. Cope \$3.00

W. L. Spencer—

Carter Field .50

\$3.50

Received from George

P. Criddle the Notary

before whom taken

and filed May 27th 1901

A. B. Munsey Clerk

Geo. P. Criddle N. P. fee

for taking these depositions

3 hours \$2.25

Received of H. P. Spencer one note
valued at thirty five dollars
and a receipt for my medical
account of fifteen dollars &
fifteen cents my own bill of
eleven dollars and fifty four
cents in full payment of a
certain tract of land sold by
me to him. It being a tract
bought by me of Francis M. Holliday
& wife. The said Holliday & wife
to make the said H. P. Spencer a
debt to the land upon the said
Spencer paying the out standing
note of twenty dollars & interest.
Witness C. L. Lel

Wm. L. Lel

"H. L. S."

Southwest Virginian, {
Jonesville, Va. } Form 100.

To America Cope

TAKE NOTICE THAT we shall on the 6th day of May 1901, at
The Law office of C. F. Duncan in the town of Jonesville Va., between the
hours of 9 A. M. and 4 P. M., of that day, proceed to take the depositions of John
Cope and others, which, when taken, are
intended to be read as evidence in our behalf, in a certain suit in Chancery now
pending in the Circuit Court, of Lee County, Virginia, wherein you are Plff.
and Defts; and if, from any cause, the taking of said depositions be not com-
menced on that day, or, if commenced, be not concluded on that day, the taking of the same will be adjourned and con-
tinued from day to day, or from time to time, and from place to place, or at the same place, until the same shall be com-
pleted.

Respectfully yours,

Francis Holliday & H. L. Spencer,
By Counsel.

America Cope

vs.

}

Notice to Take

Depositions.

Francis Holliday
& al.

~~Attorney & General~~ v. Q.

Service of the within
notice was accepted
this May 3rd 1901

America Cope
By M. G. Gatty

The deposition of America Cope taken before me, Geo.P.Cridlin, a notary public for the County of Lee in the State of Virginia, at the office of C.T.Duncan, in the town of Jonesville, Va., on the 20th day of May, 1901, pursuant to agreement of parties, which deposition is intended to be read as evidence in behalf of the plaintiff in a certain suit in chancery now depending in the Circuit Court for Lee County in which America Cope is plaintiff and W.L.Spencer et al are defendants.

Present: M.G.Ely, Attorney for plff.

A.M.Goins, Attorney for defts.

America Cope a witness of lawful age being duly sworn deposes as follows:

Q.1.-- Are you the plaintiff in this suit?

A.-- Yes.

Q.2.-- Please state whether or not you sold the land in controversy in this suit to W.L.Spencer, or authorized John Cope or any one else to sell it for you?

A.-- I did not sell said land to W.L.Spencer, nor did I authorize John Cope or any one else to sell it for me.

Q.3.-- please state whether or not it was sold with your knowledge and consent?

A.-- It was not.

Q.4.-- Please state whether or not you ever authorized ^{or requested} Mr. Francis Hol-
liday or George Holliday to make a deed to said land to W.L.Spencer?

A.-- No sir.

Q.5.-- Please state why it was that you had the title bond made to ~~you~~ yourself.

A.-- I wouldn't put anything in the land if the title bond was not made to me. After the title bond was made to me, I put in the mare at \$40.00 and \$10.00 in money. The mare was mine, I think. John Cope told Mr. Holliday to make the title bond to me because the mare was mine.

Cross Examination.

X.Q.1.-- What do you mean when you say that said land was not sold with your knowledge and consent?

A.-- Because I didn't want it sold.

X.Q.2.-- Then you didn't say that at the time that John Cope sold the land that you had no knowledge that he was going to sell, or had sold it?

A.-- ~~XX~~ John Cope told me that he was going to sell it, but I didn't think he could, and I knew nothing of the sale until after he had sold it.

X.Q.3.-- How much were you to give for the piece of land?

A.-- \$80.00

X.Q.4. How much did you pay on the land?

A.-- The mare at \$40.00 and \$10.00 in money. Mr. Cope paid \$10.00, and the other \$20.00 is still owing by me, but I am ready to pay it.

X.Q.4.-- You state that you paid \$10.00 cash and the mare at \$40.00. How did you come by the \$10.00 and how did you come by the mare.

A.-- I can't say just how I came by the \$10.00, but I know I did have the money. I sold chicken and one thing another and I think this is the way I got the money. As to the mare; I bought a colt for \$15.00 John traded the colt, made several trades during ~~some time~~ a period of two years or more, and finally got a mare and colt; he traded the colt and said that the mare would be mine.

.Q.5.-- When John traded off the colt that you bought and gave \$15.00 *for* how much boot did he get if any?

A.-- I don't know.

X.Q.6.-- During any of the trades that he made, in swapping horses after you first bought the colt did he get any boot?

A.-- He gave boot some time and got boot some times. I think.

X.Q.7.-- Did you object to his trading the colt when he traded it?

A.-- No sir.

X.Q.8.-- Who fed and took care of the colt and the other horses?

A.-- It was done by the family.

X.Q.9.-- To refresh your memory; is it not a fact that you bought the colt for \$15.00, brought it home and your husband wintered it and took care of it during the winter, and pastured it during the summer, and traded it off and got \$10.00 to boot, and that said \$10.00 he

brought home and gave to you?

A.-- The first time, as I remember, he gave boot instead of getting boot.

X.Q.10.-- How you know what W.L.Spencer gave for the land?

A.-- I don't know.

X.Q.11.-- Did you hear John Cope say what he sold the land for?

A.-- I think he said he got \$80.00 for it.

X.Q.12.-- When did he tell you that?

A.-- I can't tell how long it was after the sale to Spencer.

X.Q.13.-- When did John bring the mare home that he got from Dr. Spencer for the land?

A.-- I don't remember. I didn't know that that horse had been taken in on the land until Mr. Spencer came and asked me for the bond, he told me then.

X.Q.14.-- Did you never ask your husband what he paid for the horse, or how he got possession?

A.-- I don't remember whether I asked him or not. I thought he had just traded the horse he had for it.

X.Q.15.-- What became of the horse that John got for the land?

A.-- I don't know that I can tell. He didn't have it when we separated he had swapped though. We separated about November, 16th, 1900.

X.Q.16.-- Did you claim the horse that was there at the time you and John separated?

A.-- No sir.

X.Q.17.-- Is it not a fact that at the time, or some time after you and John Cope parted, that you took said horse and took it away and claimed it as and for your property?

A.-- I had the horse after we parted but it was with his consent and I afterwards returned it.

X.Q.18.-- Do you know of anything else that John Cope got from Dr. Spencer, besides the horse, for the purchase price of that land, that he brought home?

A.-- He got some money I think, I don't know how much.

X.Q.19.-- Was any part of the purchase price of the land, that Dr. Spencer paid, given to you?

A.-- John owed me some borrowed money, and paid me, I don't know whether he paid it out of that money or not.

X.Q.20.-- Is it not a fact that a part of the purchase price that Dr. Spencer, was to pay for this land, was paid directly by him to you, and that you know at the time ^{you} ~~he~~ was receiving the money that it was on the purchase price paid for the land by him ?

A.-- He did not pay me any money on the land.

X.Q.21.-- Did you see a due bill of \$11.95, that Dr. Spencer had executed to John Cope on the purchase price of this land, and if so did you receive any part of it.

A.-- I don't remember of seeing any due bill, but I heard of it. If I ever received any of it, it was in that little money that John paid me.

X.Q.22.-- What did John Cope owe you borrowed money for?

A.-- Because I had loaned him the money.

X.Q.23.-- How did you get the money that you loaned him?

A.-- I got it honestly. I suppose I got it from chickens and eggs

And further this deponent saith not.

America Cope

Virginia, Lee County, to wit:

I, Geo. P. Cridlin, a notary public, in and for the County of Lee in the State of Virginia, do certify that the foregoing deposition of America Cope was taken, sworn to and subscribed before me at the time, place and for the purpose in caption mentioned.

Given under my hand this the 20th day of May, 1901.

Geo. P. Cridlin N.P.

America Cope

vs. { Ch. Chy.

W. L. Spencer et al

Deposition of
America Cope

Received from George
P. Cridlin the N.P. before
whom taken and filed
May 20th 1901

A.B. Munsey Clerk

Geo. P. Cridlin N.P. fee.
for taking this depo.
1 hour \$.75

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU THAT YOU SUMMON

*Francis Holiday and
W. L. Spencer*

to appear at the Clerk's office of the Circuit Court of the County of Lee at the court-house thereof, at the Rules to be holden for said Court, on the 3rd Monday in October 1900, ~~189~~ to answer a bill in chancery, exhibited against them in our Court by

America Bope

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 11th day of October 1900, and in the 12 5 year of the Commonwealth.

A. B. Munsey Clerk.

A copy—Teste: _____ Clerk.

Executed by delivering an office copy of the within
 summons to W. L. Spencer on the 15th day of Oct.
 1900; Further executed by delivering a like copy
 to Ella Duncan, a member of the family of Francis
 Holliday over the age of 16 years ~~to appear~~ at the
 usual place of abode of the said Francis Holliday,
 to whom I explained the purport of said summons;
 the said Holliday not being found at his usual
 place of abode, on the 15th day of Oct. 1900.
 This Oct. 15th 1900.

W. J. Williams S. C.

Amnicar Locke

SUBPOENA

VS.

IN CHANCERY.

Francis Holliday et al

M. H. Ely p. q.

To 2nd Cir. Rules.

CIRCUIT COURT.

Executed Oct the 15th 1900 by delivering
 a true office copy to W. L. Spencer
 and further executed by delivering a
 true copy of the same to Mrs. Ella Duncan
 Francis Holliday who being at his usual
 place of abode and Mrs. Ella Duncan being
 members of the family of the above and the
 persons appearing at the same